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El Paso County, CO



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PARK LANDS AGREEMENT

THE RIDGE AT LORSON RANCH FILING NO. 1

THIS PARK LANDS AGREEMENT ("the Agreement") is made and entered into this 29th day of August, 2023, by and between LORSON, LLC ("Property Owner"), LORSON RANCH METROPOLITAN DISTRICT ("District") and EL PASO COUNTY, BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS of EL PASO COUNTY COLORADO ("County").

RECITALS

A. Property Owner is the developer of a large parcel of property situated in an unincorporated portion of El Paso County, State of Colorado, consisting of approximately 1,412 acres and commonly known and described as Lorson Ranch (the "Property"), which Property was approved for development by the Board of County Commissioners of El Paso County in 2000.

B. Property Owner has received approval of the Final Plat application for a portion of the Property to be platted as The Ridge at Lorson Ranch Filing No. 1 for development of 535 single-family residential lots.

C. Property Owner has received approval of the Final Plat application for a portion of the Property to be platted as The Ridge at Lorson Ranch Filing No. 1 for development of 535 single-family residential lots.

D. Pursuant to the requirements of the El Paso County Land Development Code (the "Code"), the Parks and Community Services Department estimates the Urban Park Fees for The Ridge at Lorson Ranch Filing No. 1 to be \$155,150.

E. The County desires to grant the Property Owner \$155,150 in Urban Park Fee Credits, as the Property Owner or District will install urban park improvements of an equal or greater value to certain parcels identified as Tract I, The Ridge at Lorson Ranch Filing No. 1, which will provide urban recreation opportunities for residents living in Filing No. 1.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, as well as the above Recitals, which are a material part hereof, the County, District and the Property Owner agree as follows:

1. Park Development and Obligations. Property Owner shall satisfy its urban park development requirements and obligations for The Ridge at Lorson Ranch Filing No. 1 through the installation of urban park improvements on Tract I of The Ridge at Lorson Ranch Filing No. 1. The County further recognizes that this Park located in The Ridge at Lorson Ranch Filing No. 1 will be conveyed to the District for the purpose of providing recreational opportunities and maintenance of the urban park improvements. By execution and recordation of this Agreement, the Property is hereby burdened and encumbered by this Agreement.

a. From and after the date of recordation of the subdivision plat for The Ridge at

Lorson Ranch Filing No. 1, the Property Owner, through cooperation with the District, shall install or cause to be installed certain urban park improvements within the designated tract.

- b. The value of the contribution of Property Owner towards the improvements installed is equal to or greater than \$155,150. The contribution toward improvements provided under this Agreement is in addition to any other Urban Park Fee Credits granted for the same improvements.
- c. The Property Owner, in coordination with District, has provided a site plan and a design and construction cost estimate for the urban park improvements to the County for review and approval prior to the recording of the Final Plat for The Ridge at Lorson Ranch Filing 1.
- d. County staff will conduct an inspection of the site to finalize the conditions of this Parks Lands Agreement. The improvements shall be fully completed within two years of the execution of this Agreement. If not completed within two years, the Urban Park Fees in the amount of \$155,150 will be immediately paid to the County by Property Owner. If the above-mentioned conditions are not satisfied with the two-year period, the County will not consider future applications within the Property until such the improvements have been completed or fees have been paid.
- e. The urban park improvements will be governed by the Rules and Regulations of the District, with the understanding that the urban park improvements will remain open for public use in perpetuity. The use of the urban park will be consistent with the zoning of the property as identified in the approved Lorson Ranch East PUD Development Plan.

2. Maintenance. Unless otherwise mutually agreed by the Property Owner and the County, the urban park improvements will be maintained as shown on the approved site plan provided pursuant to paragraph 1.c. above in perpetuity by the District for the benefit of the public.

3. Installation. The Property Owner, at no cost to the County, shall be responsible to coordinate with the District for the installation of all park improvements pursuant to this Agreement. Any and all park improvements are subject to review and acceptance by the County. All improvements shall be installed in compliance with all applicable County regulations, resolutions, and standards.

4. Successors and Assigns. This Agreement is binding on and inures to the benefit of the heirs, successors, and assigns of the Parties hereto, including any successive owners or developers of the Property.

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as of the date first entered above.

**BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO**

By: Cami Bremer
Chair

ATTEST: 
Clerk & Recorder 23-327

APPROVED AS TO FORM:

Steven Klaffky
Steven Klaffky (Aug 30, 2023 07:19 MDT)
County Attorney's Office

LORSON RANCH METROPOLITAN DISTRICT:

Jue
President

ATTEST:

S. Alan Vanil
Secretary

LORSON, LLC

By: Jue

Its: Authorized Signer